

TERMS AND CONDITIONS FOR PREPAYPOWER DOMESTIC BROADBAND SERVICES

These terms and conditions ("Terms and Conditions") form part of the Contract (as defined below) between you and Yuno Limited trading as PrepayPower (Company No. 467144), of Paramount Court, Corrig Road, Sandyford, Dublin 18 (in these Terms and Conditions PrepayPower is referred to as "we", "us" and "our", as appropriate). Our contact details are available on our Website at www.prepaypower.ie

These Terms and Conditions govern the supply of broadband to you for domestic purposes only.

1. Definitions

Please refer to this section for our definitions and explanations of terms used throughout this document:

"Broadband Tariff", means the specific broadband service selected by you on signing up for the Service or any replacement or variation pursuant to Clause 15 (whether under the same name or any other name);

"Cancellation Form", means the Cancellation Form which may be completed and returned to us in accordance with Clause 8.2 and which is available on our Website at <https://www.prepaypower.ie/sites/default/files/2024-08/Cancellation%20Form%20v2%202024.pdf> and is included in your Contract Summary Pack;

"Charges", means the charges for the Service (which vary based on the Broadband Tariff chosen by you) and any other ancillary charges for the Services which are set out in the Schedule of Service Charges which you may incur and communicated to you in a durable medium on signing up for the Service e.g. email;

"Content", means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which you may download, upload, transmit or otherwise access using the Service;

"Contract Summary Pack" means the contract summary pack consisting of the contract summary, customer rights information document, the Cancellation Form and these Terms and Conditions;

"Equipment", means any equipment as required for the supply and use of the Service and provided to you by PrepayPower for such purposes;

"Minimum Period", means twelve (12) months from the Sign Up Date subject to your and our right to cancel the contract in accordance with Clause 8 and Clause 9.

"Network", means the infrastructure used to provide the Service;

"PAYG Meter" or "PrepayPower Electricity Budget Controller", means the budget controller supplied and installed by us that can be Topped Up by you and allows you to pay for your electricity and Broadband Tariff in advance;

"Premises", means the place or location at which PrepayPower provides the Service to you;

"Schedule of Service Charges", means the schedule of current services charges, available on our website at <https://www.prepaypower.ie/sites/default/files/2024-08/PrepayPower%20Broadband%20Schedule%20of%20Charges%20V03%20%281%29.pdf>;

"Service", means the making available of connectivity to the internet via optical fibre or other means to your Premises;

"Service Activation Date", means the date that the Service is activated at your Premises and you begin receiving the Service;

"Sign Up Date", means the date that you sign up to the Service and accept these Terms and Conditions either through our Website or by phone with us;

"Top Up" or "Topped Up", means payments made by you at approved payment channels including on the mobile app, retail payment intermediaries such as Payzone, by phone to the PrepayPower Top Up line and online at www.prepaypower.ie/topping/top-now which enable you to add credit to your PAYG Meter and pay the charges for electricity and the Service.

"Website", means www.prepaypower.ie and any and all successor or replacement websites;

"Wholesale Network Operator", means a provider of access to the

internet on a wholesale basis and includes OpenEir and Siro and NBI;

"you", means you, the customer(s) and the designated account holder(s) with whom we have entered into the Contract with. "You and "your" shall be interpreted accordingly.

The Contract between you and us consists of the following documents:

1.1.1 These Terms and Conditions; and

1.1.2 The Contract Summary www.prepaypower.ie/termsandconditions

1.1.3 A completed application form in writing or verbally; and

1.1.4 Our privacy notice www.prepaypower.ie/privacy-notice; and

1.1.5 The Schedule of Service Charges <https://www.prepaypower.ie/sites/default/files/2024-08/PrepayPower%20Broadband%20Schedule%20of%20Charges%20V03%20%281%29.pdf>

1.1.6 The broadband complaints policy <https://www.prepaypower.ie/sites/default/files/2024-07/PrepayBroadband%20Code%20of%20Practice%20on%20Compliant%20Handling%20Aug%202024%20-%20Branded.pdf>

(the "Contract")

2. Provision of the Services

2.1 We shall provide and you shall use the Service and Equipment subject to the terms of the Contract. We will provide the Services to you from the Service Activation Date and will continue to do so unless the Contract is terminated in accordance with these Terms and Conditions.

2.2 We can only provide you with the Service if you have an active PrepayPower electricity account and a PAYG Meter installed. If you do not have an active PrepayPower electricity account, we cannot provide you with the Service.

2.3 In supplying the Service we will always use our reasonable skill and care but are unable to guarantee fault free performance. The Service is provided on a best efforts basis and we do not warrant that any connection to, transmission over, or results of the Equipment or the Service will meet your requirements

or will provide uninterrupted use or will operate as required or at any minimum speed, or be error free. We cannot guarantee minimum bandwidth delivered to you and we cannot guarantee that all data traffic can be transported complete and without delay. If a fault occurs you should notify us by contacting us using the contact details available on our Website available here www.prepaypower.ie/contact-us.

2.4 If you are the owner of the Premises but the Equipment will be used by and the Service will be supplied for use by tenants in the Premises, you:

2.4.1 Understand that the Contract is with you alone and not with your tenants and, you as our customer and any other counterparty to the Contract are responsible for the actions of any users of our Service at the Premises. It is agreed that our acknowledgement that tenants may be using our Services at the Premises is not in any way a waiver or disclaimer of your obligation to comply with all provisions of the Contract for its duration; and

2.4.2 Agree to take all steps necessary to bring the Contract to the attention of your tenants (including by providing a copy of the Contract to your tenants) and where appropriate, to ensure that your tenancy agreement with such tenants contains provisions to ensure that they use the Services in accordance with the provisions of the Contract; and

2.4.3 Acknowledge and agree that you are liable and agree to pay for all and any Charges at the Premises including any Charges incurred after the date of cessation of any tenancy arrangement which you have entered into with any tenants as detailed in our Schedule of Service Charges.

2.5 The Service may contain material that is unsuitable for minors and you acknowledge that we do not and cannot filter the Content.

3. Duration

3.1 The Contract will commence on the Sign Up Date and unless terminated in accordance with Clause 8 and Clause 9, will continue for the Minimum Period. After the Minimum Period, the Contract will continue on the same terms, in full force and effect until terminated in

accordance with Clause 9 of these Terms and Conditions.

3.2 You have the right to terminate the Contract within 14 days of the Service Activation Date in accordance with Clause 8. If you terminate the Contract in accordance with Clause 8 you will not be required to make any payment.

3.3 Where you terminate the Contract during the Minimum Period other than exercising your rights in accordance with Clause 8, we may charge you a termination Charge that will not be more than the Charges you would have paid for the Services for the remainder of the Minimum Period less any costs we save, including the cost of no longer providing you with the Service (the "Termination Fee").

4. Your Responsibilities and Use of Services

4.1 You are required to provide us with your most up to date contact details (including email address and phone number) and let us know promptly if, during the term of the Contract if these details change.

4.2 You agree to be bound by the Contract and to use the Service in compliance with the terms of the Contract.

4.3 You are at least 18 years of age, are legally able to enter into contracts and are responsible for this account. You shall pay all fees, taxes, Charges and other expenses incurred in connection with the account as set out in Clause 6.

4.4 You will receive a broadband account reference number which you can locate on our app. You are responsible for the security of your account and all devices used to access the Services. You must notify us immediately upon discovering any unauthorised use of your account. We are not responsible for any negative consequences of your failure to employ adequate security measures.

4.5 You will top up the PAYG Meter to an amount sufficient to pay for the Service in addition to your electricity usage.

4.6 YOU MUST KEEP THE PREPAYPOWER ELECTRICITY BUDGET CONTROLLER SUFFICIENTLY TOPPED UP TO COVER THE COST OF SUPPLYING

BOTH ELECTRICITY AND BROADBAND TO YOUR HOME. IF THERE IS INSUFFICIENT TOP UP BOUGHT, YOU WILL LOSE ELECTRICITY AND BROADBAND TO YOUR HOME. HOWEVER, YOU HAVE THE RIGHT TO HAVE THE BROADBAND CHARGES REMOVED FROM YOUR BUDGET CONTROLLER AT ANY TIME, AND THIS WILL BE DEEMED A TERMINATION BY YOU OF YOUR BROADBAND SERVICE.

4.7 You agree you may not use the Service:

4.7.1 Other than in accordance with all applicable laws, including but not limited to the terms of any license or authorisation related to the Services and/or in contravention of all applicable data protection legislation and/or the laws of copyright and intellectual property rights. Where we are made aware of a potential copyright infringement we will contact you and you will have the right to respond.

4.7.2 In any way that contravenes criminal law.

4.7.3 To export or re-export of any software and/or material in violation of any applicable export control laws and regulations.

4.7.4 To gain unauthorised access to our Network, facilities, services or resources or to the facilities, services or resources of any connected internet service providers.

4.7.5 To introduce a virus or other disabling code to our Network.

4.7.6 To transmit unsolicited commercial or advertising email material either to other customers or to other organisations connected to other networks, if the transmission of such material causes or is likely to cause nuisance and/or annoyance or is transmitted without the consent of the recipient.

4.7.7 To engage in the processing of automated personal data as defined in data protection legislation or any activity which contravenes data protection legislation.

4.7.8 For any improper, immoral or unlawful purpose including any use that interferes with other users or restricts or inhibits any other user from using our Network; to cause any nuisance by the use of the Service or put our network at risk.

4.7.9 In a manner which in our opinion makes abnormal technical or operational demands on the Service or our Network or in any way that is likely to cause degradation of the Service available to other users.

4.7.10 For the transmission of any material which is, may be, or is intended to be a hoax, or is of a defamatory, offensive, abusive, obscene or menacing nature.

4.7.11 Other than in accordance with any Codes of Practice and/or policies, including our health and safety, information security, acceptable usage and data privacy policies, as notified to you in writing from time to time by us.

4.7.12 To resell, share, lease, hire or otherwise permit access to the Service to any third party, including but not limited to the connection of any third party to the Service through use of direct cable connection, network connection, wireless networking, or any other means.

5. Equipment and Installation

5.1 To use of the Service you will need to connect the modem and you are satisfied that you are capable of doing so. In addition to connecting the modem, it may be necessary for additional works to be carried out in order to provide you with the Service. These works will be carried out by third party contractors acting on behalf of the Wholesale Network Operator at the Premises.

5.2 If after entering into the Contract, it is not possible to provide the Service due to a technical or physical limitation at the Premises, we will notify you as soon as possible. We have the right to cancel the Contract and refund any payments that you have made to us in full if this is the case.

5.3 You consent to all works necessary to provide the Service (including works by the Wholesale Network Operators).

5.4 You agree to obtain any third-party consents as may be required by the Wholesale Network Operator for installation of the Service. Where rental premises are concerned, it is the responsibility of the tenant to inform and seek permission from the landlord regarding the installation of Equipment, including any required alterations to the premises.

5.5 You must provide a clear and safe environment for the contractors to carry out the necessary works for the installation of the Service.

5.6 From Service activation we will provide certain modem and associated Equipment to you to access the Service. This Equipment at all times remains the sole property of PrepayPower and you agree to provide us access and permission to recover said Equipment on demand without delay, obstruction or interference.

5.7 You and members of your household agree to use the Equipment in accordance with our instructions and to restrict access to the Equipment to only those representatives and agents authorised by us. You agree to take reasonable steps to protect the Equipment from **damage**, loss or theft.

5.8 You agree to notify us as soon as reasonably possible once you become aware of any damage to the Equipment or defect in the operation of the Equipment by telephoning or emailing us at the numbers or addresses published on our Website.

5.9 On termination or cancellation of the Contract for any reason whatsoever, you shall within 30 days of the date of termination or cancellation, unless otherwise agreed with us, return the Equipment to us in our offices at your own expense. If you fail to return the Equipment within 30 days of the Service termination or cancellation date, we reserve the right to charge you the Unrecoverable Equipment Fee set out in the Schedule of Service Charges for not returning the Equipment.

5.10 If you request a visit from one of our representatives and then cannot keep this appointment you must let us know by midday on the immediately preceding business day, if you fail to do so we reserve the right to charge you for any costs that may be incurred as a result of your failure to keep the appointment, in accordance with our Schedule of Service Charges.

5.11 Where the provision of the Equipment includes a modem or similar, such modem shall only be available in respect of your first-time connection to the Service. We do not guarantee that hardware, other than that supplied by us, will work with the

Service. We shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by you, for use in connection with the Service. Any such equipment must be compatible with the Service, must not cause damage or loss to the Service and our Network and must be used in accordance with relevant instructions, safety and security procedures. We do not support or make any assurances as to the quality of the Service supplied through the use of third-party equipment and shall not be responsible for any loss or damage howsoever arising from third party equipment or the Service as a result. Where third party modems connected to our Network are found not to be compliant, we reserve the right to disconnect the third-party modem from our Network without notice.

5.12 You acknowledge that the Service is an "open" connection to the internet while the Equipment is powered on and that it is your sole responsibility to install, configure and maintain suitable security measures to protect your computer and equipment from unauthorised or malicious access from the internet. Any advice or Equipment provided by us is provided 'as is' and we accept no responsibility or liability for the security of your systems.

5.13 In order to gather diagnostic information and to fix any of your issues or implement firmware upgrades or configuration changes, we may need to access your Equipment remotely. You agree that we may carry out such access as is necessary by us for that purpose.

5.14 Where practicable, we will provide you with advance notice of Equipment or software upgrades or changes, however, it will not always be possible to provide such notice, and you acknowledge that with a view to improving or upgrading the Service, we may carry out such upgrades or changes without providing any advance notice to you.

5.15 You acknowledge that IP addresses may change or be changed from time to time, and specifically that fixed IP addresses are not guaranteed.

5.16 The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in Service outage or potential damage to your

computer. You are solely responsible for backing up all existing computer files and data. PrepayPower and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals.

5.17 You shall maintain and operate suitable and fully compatible terminal Equipment and communication devices required to access the Service. We make no representation or warranties, either express or implied, regarding such customer Equipment.

6. Price, Payment and your PAYG Meter.

6.1 In order to pay for the Service, you must have an active PrepayPower PAYG Meter installed in your Premises. Charges for both the Services and your electricity charges will be removed from your PAYG Meter.

6.2 The Charges will be deducted from your PAYG Meter daily. You are entitled to have these Charges removed from your PAYG Meter at any time, any such request will be deemed termination by you of the Service. The Charges will be deducted from your PAYG Meter daily overnight between 12:00am and 8:00am.

6.3 You can Top Up your PAYG Meter online, via our app or directly on the meter by buying credit at vendors such as Payzone. Once purchased, such Top Ups do not expire.

6.4 The Broadband Tariff you signed up for at the Sign Up Date is set out in the Schedule of Service Charges for the Service (which is available on our Website at www.prepaypower.ie/termsandconditions). The specific Broadband Tariff you agreed to will be communicated to you on sign up and is contained in your welcome email.

6.5 You must keep the PAYG Meter sufficiently Topped Up to cover the cost of supplying both electricity and the Service to your home. If there is insufficient Top Up bought, you will lose electricity and the Service to your home. However, you have the right to have the Charges removed from your PAYG Meter at any time, and this will be deemed a termination by you of the Service.

6.6 Any promotional offers or price promises apply only during the promotional period specified and do not form part of the Contract. Any such promotional offers are at our complete discretion. We reserve the right to offer them only to specified categories or groups of customers (which may or may not include you), to determine the time period that such offers are available for, to determine what terms and conditions are applicable to such offers and to withdraw any such offers or price promises as and when we see fit. Pricing is strictly as per the Schedule of Service Charges available on our Website at

<https://www.prepaypower.ie/sites/default/files/2024-08/PrepayPower%20Broadband%20Schedule%20of%20Charges%20V03%20%281%29.pdf>;

6.7 In the event that (i) Top Up is bought from an unlawful or unauthorised source, or using a form or method of payment that you or any individual providing such payment are not authorised to use; or (ii) there has been unauthorised use of broadband or theft of broadband or fraud at the Premises then we reserve the right (without limiting any other rights or remedies we may have available to us by law) to re-charge your account for the full amount of such Top Up and such other costs we may incur as a result of such fraudulent activity. We may recover any amounts that we reasonably believe are due and owing to us or to any third party by invoicing you as we see fit based on your tariff and the Schedule of Service Charges.

7. Fair Usage Policy

7.1 Our Network architecture for the Service has been structured for normal domestic and educational use by individuals and families. To ensure equal internet access for all subscribers, we operate a Fair Usage Policy which can be found here www.prepaypower.ie/broadband. Fair usage establishes an equitable balance in internet access for all subscribers. We provide the Service on a "best effort" basis and do not guarantee upload or download speeds. Further, the Service is subject to a traffic quota which is the sum of the upload and download traffic generated during a 30-day period. The quota level and Charges associated with usage above

thresholds are displayed at www.prepaypower.ie/broadband and may be modified from time to time. We reserve the right to impose limits without notice on your Service, up to and including suspension, if we believe, in our reasonably based opinion, that your use of the Service, including but not limited to excessive downloading unfairly impinges on the ability of other customers to avail of the Service which is inconsistent with normal domestic or educational use.

8. Cooling Off Period

8.1 You have a statutory right to cancel the Contract within 14 days starting on the Service Activation Date.

8.2 If you wish to cancel the Contract in this way, you can contact us within the 14 day period by:

8.2.1 Completing the Cancellation Form which can be found here https://www.prepaypower.ie/sites/default/files/2024-08/Cancellation%20Form_v2%202024.pdf or in your Contract Summary Pack and returning to Broadband Cancellations Manager,

PrepayPower, Paramount Court, Corrig Road, Sandyford, Dublin 18; or

8.2.2 Phone with our loyalty team on 1800 911 701, and informing them that you wish to cancel the Contract; or

8.2.3 Emailing coolingoff@prepaypower.ie that you wish to cancel the Contract.

8.3 After this period of 14 days has ended, you can only end the Contract as described in Clause 9.

9. Termination

9.1 After the Minimum Period expires the Contract will continue until it is terminated by either you or us by giving one month's prior notice. We will continue to supply and charge you for the Service during the one month notice period up to the end of that one month notice period.

9.2 We may terminate the Contract (in whole or in part) if:

(a) Your account falls into serious arrears and you fail to discharge such arrears within a reasonable period of us contacting you asking you to do so. If you are experiencing affordability issues please contact us on 1800 989 176;

(b) You are in a serious breach of any term or condition of the Contract and (if it is capable of remedy) you fail to

remedy such breach within 14 days of receipt of notice from us; or

(c) You have made unauthorised use of the Service or committed theft of the Service or fraud; or

(d) An interim order or bankruptcy order or any event similar to either of the foregoing is or is about to be made in respect of yourself or an interim trustee or trustee in bankruptcy is appointed over your estate or you are insolvent or a resolution is passed or an order is made for your winding up; or a receiver, examiner or administrative receiver is appointed over the whole or any part of your assets or you are unable to pay your debts as they fall due or you cease or threaten not to pay your debts as they fall due or seek to make any composition or arrangement with your creditors or any event similar to the foregoing occurs in relation to you; or

(e) If we are unable for any reason to supply the Service to the Premises; or

(f) We cannot confirm, having made reasonable efforts to contact you on the contact details provided to us, that the Premises remains occupied by you or that you have not permanently vacated the Premises.

10. Internet Speeds and your use of the Service

10.1 Our minimum, normally available, maximum download and upload speeds can be viewed on our website at www.prepaypower.ie/support/broadband-support/broadband-details. Please note that these speeds are an estimate only and are affected by the line capacity at the customer's Premises and as such will not be achievable by all end users. While we will undertake all reasonable commercial efforts to deliver the stated Service, you acknowledge that the Service speed can vary depending on distance, internet traffic and other factors beyond our control. We cannot guarantee an uninterrupted or error free Service. If you experience any difficulties with the Service you may be able to terminate the Contract pursuant to Clause 10.2.

10.2 If you experience any continuous or regularly recurring discrepancy between the actual speed seen on your broadband connection and the performance percentages set out in Clause 10.1, please contact the

PrepayPower Broadband support team and we will attempt to diagnose and resolve your issue. Any complaints with regard to minimum speed of Service should be submitted, and will be processed, in accordance with the PrepayPower Complaint Handling Policy, available here

<https://www.prepaypower.ie/sites/default/files/2024-07/PrepayBroadband%20Code%20of%20Practice%20on%20Compliant%20Handling%20Aug%202024%20-%20Branded.pdf>. If we have not remedied the issue and the Service is still not achieving the minimum speeds for five (5) consecutive days following all remedial actions being taken by us, you shall be entitled to terminate the Contract without penalty.

10.3 We offer the Service with varying download speeds and are subject to our fair use policy set out in Clause 7. There are various factors affecting the speed of data transfer and hence the amount of data that can be downloaded/uploaded on any given day, such as distance, internet traffic, your maximum line speed when using these fibre products as well as Network capacity, including your internal wireless Network which may all affect your data usage and are beyond our control. We cannot guarantee an uninterrupted or error free Service.

10.4 We make no commitment regarding the Service availability and the Service should not be used for time sensitive or real time services such as alarm monitoring upon which you heavily depend.

10.5 You are aware and acknowledge that as the Service will not support traditional voice telephone services delivered on copper lines, and you will not be able to access services which rely on such facility, including without limitation, landline service, including calls to the emergency services, monitored alarms, fax line, and some TV boxes or other services that rely on the use of a traditional copper circuit switched phone line.

11. Service Monitoring

We have no obligation to monitor the Service but may do so and disclose information regarding use of the Service for any reason if we, in our sole discretion, believes that it is reasonable to do so, including to comply with law, regulation, or

governmental or legal request; operate the Service properly; or protect ourselves and its subscribers.

12. Suspension of the Service

12.1 The Service may not be available due to reasons outside of our control, for example if there was an issue with our Wholesale Network Operator. If this occurs, we are entitled to temporarily suspend the Service during periods of repair, essential maintenance of alteration or improvement to the Service, to verify compliance with applicable licenses, authorisations, and compliance with the technical and operating parameters of the Network or otherwise in accordance with the law. Under such circumstances we will use all reasonable efforts to minimize disruption of the Service.

12.2 We may immediately, without notice, temporarily suspend, restrict and/or disconnect your use of the Service, wholly or partially for any valid reason, including without limitation where:

12.2.1 You fail to pay any Charges set out in the Contract.

12.2.2 You fail to observe any other term or obligation set out herein or any relevant law.

12.2.3 You engage in any activity (or permit any activity) which we (as in our discretion shall determine) consider to be contrary to existing legislation or regulations applicable to the provision of the Service or is likely to have an adverse impact on the quality of the Service.

12.3 We shall use reasonable endeavours to contact you but shall not be obliged to contact you, prior to any suspensions of the Service.

13. Code of Practice

13.1 Our Code of Practice for complaint handling details the procedure that you should follow if you have any complaint about the Service that we provide or offer to you. Our contact details are available on our Website at www.prepaypower.ie or you can write to us at Broadband Complaint Handling Requests, PrepayPower, Paramount Court, Corrig Road, Sandyford, Dublin 18 to request a copy of this Code of Practice. You can also log a complaint online at www.prepaypower.ie/complaints-process.

14. Limitation of Liability

14.1 Nothing in the Contract shall limit or exclude our liability to you for death, personal injury, fraud, fraudulent misrepresentation or any liability which it would be unlawful for us to limit or exclude.

14.2 Subject to Clause 14.1, neither us nor any of our service providers, licensors, employees or agents shall be liable to you for any:

14.2.1 Indirect, incidental, special, punitive or consequential damages;

14.2.2 Loss of profits, loss of revenue, loss of business or loss of opportunity (whether direct or indirect);

14.2.3 Loss you suffer as a result of your failure to comply with our reasonable instructions and/or failure to maintain up-to-date virus protection and firewall software;

14.2.4 Loss you suffer as a result of the temporary suspension of your electricity supply during an installation or repair of the Service; and/or

14.2.5 Loss you suffer due to you incorrectly installing the Equipment.

14.3 Our role under the Service is limited to transmitting digital Content via the internet. We exercise no control over and do not actively monitor such Content. Subject to Clause 14.1, we shall not be liable in relation to any Content, goods or services you may access or acquire using the Service. Subject to Clause 14.1, we shall not be liable in respect of any Content sent, received, downloaded or uploaded using the Service. To protect yourself and any other users of the Service, we recommend that you always have installed up-to-date virus protection software and firewalls and remain vigilant while using the internet.

14.4 Subject to Clauses 14.1 to 14.3, in no event will our liability under or in connection with the Contract exceed a sum equal to the total amount you have actually paid to us by way of Charges in the six-month period prior to your first claim for such liability under the Contract.

14.5 We will not be liable for any loss or damage that may occur to the property during the Service installation by the Wholesale Network Operator. Your power supply may be interrupted during the installation process and during the provisioning of a Service you may

experience a temporary loss of existing services. We shall not be held liable to you for any losses or damages howsoever arising during such period.

15. Changing the Contract

15.1 We may vary these Terms and Conditions from time to time, for the following reasons:

15.1.1 Where required to comply with applicable law, regulations, codes of practice or a regulators direction; or

15.1.2 Where changes are purely administrative, do not have a negative effect on your use of the Service, or that are to your benefit; or

15.1.3 To include additional information or to clarify their meaning; or

15.1.4 Where a change is required due to changing technologies, obsolescence, new or different product features, changing Wholesale Network Operators, or the need to remove, replace or change content; and/or

15.1.5 Where a change is, in our reasonable opinion, required to maintain or improve the quality or security of the Services.

15.2 If there is a material change to these Terms and Conditions or the Schedule of Service Charges (other than those changes as described in Clause 15.1), we will notify you of these changes by providing you with no less than thirty (30) days prior notice. We will notify you of these changes via our Website at www.prepaypower.ie/termsandconditions. We may notify via post, email or SMS text message in addition to our Website.

15.3 If you do not agree with the material changes to the Terms and Conditions pursuant to Clause 15.2, you may terminate the Contract at any time within 30 days of use notifying you of these changes in Clause 15.2. If the Contract is terminated pursuant to this Clause 15.3 no Termination Fee will be charged, provided that the termination notice is given within the term specified in this clause.

16. Assignment and Sub-Contracting

16.1 We may at any time transfer the Contract or deal in any other manner with all or any of our rights and obligations under the Contract and

may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent. In the event that we assign or transfer any or all of our rights and obligations under the Contract, the party that acquires such rights and assumes such obligations will do so as if it had been the original party to the Contract with you and we will be unconditionally and irrevocably released from all of our obligations to you under the Contract assigned and transferred.

16.2 You cannot assign or transfer the Contract in any manner.

16.3 Any transfer pursuant to this Clause 16 will not affect your rights under the Contract.

17. Disclaimer of Warranties

Access to the Service is not guaranteed. The Service is distributed on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a purpose or otherwise.

18. Indemnity

You are responsible for use of the Service and any material that you access or transmit using the Service. You hereby indemnify us in respect of any claims, liability, damages, costs and expenses that we suffer as a result of your use of the Service (including but not limited to Content), except to the extent that such claims, liability, damages, costs and/or expenses result from any breach of contract, negligence, tortious act or breach of applicable laws by us.

19. Governing Law & Jurisdiction

19.1 The Contract shall be governed by and construed in accordance with the laws of Ireland.

19.2 The parties irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out or in connection with the Contract.

20. Miscellaneous

20.1 The headings in the Contract are for convenience only and shall not affect its interpretation.

20.2 The parties agree that the fact that the Contract may be stored or exchanged in electronic form shall not affect its validity.

20.3 The terms of the Contract are to the exclusion of any other terms that you might try to include in the Contract, or which might otherwise be implied as a result of any trade, custom, practice or course of dealing.

20.4 No one other than a party to the Contract, shall have any right to enforce any of its terms.

20.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum

extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 20 shall not affect the validity and enforceability of the rest of the Contract.

20.6 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall

constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.7 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.